TERMS AND CONDITIONS G2 SERVICES B.V.

Version: March 2020

Note: In case of inconsistencies between language versions, the Dutch version shall prevail.

Article 1 Definitions

- **G2 Services B.V.**: the private limited liability company established in Curaçao, registered with the Chamber of Commerce under number 145991, hereinafter: "Provider".
- **Client**: any natural or legal person entering into an agreement with Provider.
- **Services**: all services and products provided by Provider, including but not limited to:
    - SaaS solutions such as G2 Connect, G2Flex,G2GO, G2POS and OMA
    - Custom software and custom SaaS;
    - Hourly consultancy, support and subscription-based services.
- **Agreement**: any written agreement between Provider and Client.
- **Software**: the software applications made available to Client by Provider.
- **Modules**: optional components of the Software.
- **Written**: communication by letter, email, or any other generally accepted digital method.
- **License**: the non-exclusive, non-transferable, non-sublicensable right to use the Software during the contract period.
- **Sub-processor**: any third party engaged by Provider to process personal data.

Article 2 Applicability

2.1 These terms apply to all offers, agreements and services by Provider.

2.2 Deviations are only valid if confirmed in writing by Provider.

2.3 If any provision is invalid, the remaining provisions shall remain in full force.

2.4 Provider may unilaterally amend these terms in case of legal changes. Clients in ongoing agreements will be informed at least two months in advance.

Article 3 Offers and Formation of Agreement

3.1 Offers are non-binding unless explicitly stated otherwise. Provider may withdraw an offer within two business days of acceptance.

3.2 Agreements are formed upon mutual written acceptance.

3.3 Amendments require written confirmation by Provider.

Article 4 Duration and Termination

4.1 Agreements are for a definite or indefinite period.

4.2 Agreements for an indefinite period may be terminated with two months' written notice.

4.3 Definite period agreements end automatically unless renewed in writing.

4.4 Interim termination by Client is not permitted for fixed-term agreements.

Article 5 Fees and Payment

5.1 Prices are in NAf and exclusive of turnover tax.

5.2 Payment must be made within 14 days of invoice date.

5.3 In case of late payment, statutory interest and collection fees (minimum 15%) apply.

5.4 Provider may suspend performance in case of non-payment.

5.5 Annual price indexation applies from January 1 based on CBS (Netherlands) CPI figures.

Article 6 Information Obligations

6.1 Client must timely and accurately provide all necessary information.

6.2 Client is responsible for correctness of data; Provider is not obliged to verify.

6.3 Client indemnifies Provider for damages resulting from incorrect or unlawful information.

Article 7 Services and License

7.1 Software is provided "as is" unless otherwise agreed.

7.2 Custom software remains intellectual property of Provider unless agreed otherwise.

7.3 Client receives a limited License to use the Software during the Agreement.

7.4 Client may not modify, sublicense or distribute the Software without written consent.

7.5 Client is responsible for adequate IT infrastructure.

7.6 Provider may implement technical protections and monitor misuse.

Article 8 Support, Backups, Updates

8.1 Maintenance and updates are executed as per SLA (if applicable).

8.2 Backups: daily, 30-day retention, recovery within 4 hours on request.

8.3 Access may be suspended for maintenance, with minimum 5 days' notice.

Article 9 Custom Software and Acceptance

9.1 Custom deliverables are provided as per specifications.

9.2 Client has 10 working days to accept or reject in writing. No reply = acceptance.

9.3 Additional work is billed separately at applicable rates.

9.4 If the Client unilaterally terminates the execution of a custom development order after the Agreement has been concluded, the full agreed amount remains payable, unless otherwise agreed in writing. Provider is entitled to invoice the work already performed separately, plus lost profit on the remaining part of the order. the Client unilaterally terminates the execution of a custom development order after the Agreement has been concluded, the full agreed amount remains payable, unless otherwise agreed in writing. Provider is entitled to invoice the work already performed separately, plus lost profit on the remaining part of the order.

Article 10 Intellectual Property

10.1 All IP rights remain with Provider unless otherwise agreed.

10.2 Unlawful use incurs a penalty of NAf 50,000 per violation, plus compensation for actual damages.

Article 11 Liability

11.1 Liability is limited to direct damages and capped at the last 6 months of fees.

11.2 No liability for indirect damages, loss of profits or business interruption.

11.3 Legal claims expire after one year from the event causing the damage.

Article 12 Force Majeure

12.1 No liability in case of force majeure (e.g. outages, war, pandemic, etc.).

12.2 Agreements may be terminated after 3 months of continuous force majeure.

Article 13 Privacy & GDPR

13.1 Provider is the data processor; Client is the controller.

13.2 Processing is governed by these terms; a standard DPA is available on request.

13.3 Provider uses DigitalOcean (USA) as hosting partner; data transfer based on SCCs or Data Privacy Framework.

13.4 Client is fully responsible for GDPR compliance and the lawfulness of data processing.

13.5 Provider notifies Client within 48 hours after discovering a data breach.

13.6 Client indemnifies Provider from claims related to data submitted or processed.

Article 14 Confidentiality

14.1 Both parties shall treat all confidential information with due care and shall not disclose it to third parties.

Article 15 Termination

15.1 Either party may terminate the Agreement in case of material breach after notice of default.

15.2 Immediate termination possible in case of bankruptcy or liquidation.

15.3 Payments due remain payable after termination.

Article 16 Governing Law and Jurisdiction

16.1 Curaçao law applies exclusively.

16.2 Disputes shall be submitted exclusively to the Court of First Instance of Curaçao.

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